



21	§ 10.2	Inspection Objection Deadline	
22	§ 10.3	Inspection Resolution Deadline	
23	§ 10.5	Property Insurance Objection Deadline	
24	§ 12	<b>Closing Date</b>	
25	§ 17	Possession Date	
26	§ 17	Possession Time	
27	§ 31	<b>Acceptance Deadline Date</b>	
28	§ 31	<b>Acceptance Deadline Time</b>	
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**2.4. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2.3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

**3. INCLUSIONS AND EXCLUSIONS.**

**3.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

**3.1.1. Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including \_\_\_\_\_ remote controls; and  \_\_\_\_\_.

**3.1.2. Personal Property.** The following are included if on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:  **Water Softeners**  **Smoke/Fire Detectors**  **Security Systems**  **Satellite Systems** (including satellite dishes).

**3.1.3. Other Inclusions.**

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance shall be by bill of sale or other applicable legal instrument.

**3.1.4. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance shall be by bill of sale or other applicable legal instrument.

**3.1.5. Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_; and  **Use Only**  **Ownership** of the following storage facilities: \_\_\_\_\_.

**3.1.6. Water Rights.** The following legally described water rights:

Any water rights shall be conveyed by  \_\_\_\_\_ **Deed**  **Other** applicable legal instrument. If well rights are to be transferred to Buyer, Seller agrees to supply the required information to Buyer for Buyer to submit, and also, if required, a Change in Ownership form as promulgated by the Colorado State Engineer's office. The Well Permit # is \_\_\_\_\_.

**3.1.7. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

**3.2. Exclusions.** The following items are excluded: \_\_\_\_\_.

**4. PURCHASE PRICE AND TERMS.**

**4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$ <b>N/A</b>
5	§ 4.7	Seller or Private Financing		\$ <b>N/A</b>
6			\$	\$
7			\$	\$
8	§ 4.3	Cash at Closing		\$
9		<b>TOTAL</b>	\$ <b>0.00</b>	\$ <b>0.00</b>

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**4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of \_\_\_\_\_,

is part payment of the Purchase Price and shall be payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 2.3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

**4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of the Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

**4.3. Cash at Closing.** All amounts paid by Buyer at Closing, including cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds). Buyer represents that Buyer  **Does**  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$\_\_\_\_\_ to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.) and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged such excess amount.

**4.5. New Loan.**

**4.5.1.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

**4.5.2.** Buyer may select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 25, Additional Provisions.

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan:  **Conventional**  **FHA**  **VA**  **Bond**.

**4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, then Buyer may terminate this Contract pursuant to § 5.2 no later than **Loan Conditions Deadline** (§ 2.3).

**4.6. Assumption.** *OMITTED AS INAPPLICABLE.*

**4.7. Seller or Private Financing.** *OMITTED AS INAPPLICABLE.*

## 5. FINANCING CONDITIONS AND OBLIGATIONS.

**5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2.3).

**5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's subjective discretion, that the availability, terms, conditions and cost of

134 such New Loan are satisfactory to Buyer. This condition is for the benefit of Buyer. If such New Loan is not satisfactory  
135 to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions Deadline** (§ 2.3),  
136 at which time this Contract shall terminate. **IF SELLER DOES NOT RECEIVE TIMELY WRITTEN NOTICE TO**  
137 **TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY SHALL BE**  
138 **NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT** (e.g., Appraisal, Title, Survey).

139 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by  
140 executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional  
141 (for the benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at  
142 Seller's subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline**  
143 (§ 2.3), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial,  
144 employment and credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may  
145 verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held  
146 by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer  
147 is to execute a promissory note secured by a deed of trust in favor of Seller, this Contract is conditional (for the benefit  
148 of Seller) upon Seller's approval of the terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to  
149 Seller is to be subordinate to Buyer's New Loan (Buyer's New Senior Loan). Additionally, Seller shall have the right to  
150 terminate, at or before Closing, if the Cash at Closing is less than as set forth in S 4.1 of this Contract or Buyer's New  
151 Senior Loan changes from that approved by Seller; and (5) if Seller does not deliver written notice of Seller's disapproval  
152 of Buyer's financial ability and creditworthiness or of Buyer's New Senior Loan to Buyer by **Disapproval of Buyer's Credit**  
153 **Information Deadline** (§ 2.3), then Seller waives the conditions set forth in this section as to Buyer's New Senior Loan  
154 supplied to Seller. If Seller delivers written notice of disapproval to Buyer on or before said date, this Contract  
155 shall terminate.

156 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan  
157 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2.3). For  
158 the benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents.  
159 If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by **Existing Loan Documents**  
160 **Objection Deadline** (§ 2.3), Buyer accepts the terms and conditions of the documents. If the lender's approval of a transfer of  
161 the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such  
162 loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 2.3), this  
163 Contract shall terminate on such deadline. If Seller is to be released from liability under such existing loan and Buyer does  
164 not obtain such compliance as set forth in § 4.5, this Contract may be terminated at Seller's option.

## 165 **6. APPRAISAL PROVISIONS.**

166 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property  
167 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this  
168 Contract (notwithstanding § 10 of this Contract) by written notice to Buyer on or before three calendar days following  
169 Seller's receipt of the Requirements. The right to terminate in this § 6.1 shall not apply if on or before five calendar days prior  
170 to **Closing Date** (§ 2.3): (1) the parties enter into a written agreement; or (2) the Requirements are completed by Seller;  
171 or (3) the satisfaction of the Requirements is waived in writing by Buyer.

### 172 **6.2. Appraisal Condition.**

173  **6.2.1. Not Applicable.** This § 6.2 shall not apply.

174  **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the  
175 Purchase Price exceeds the Property's valuation determined by an appraiser engaged by \_\_\_\_\_.  
176 This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal  
177 or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before  
178 **Appraisal Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Deadline**  
179 (§ 2.3), Buyer waives any right to terminate under this section.

180  **6.2.3. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser  
181 (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture  
182 of Earnest Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA  
183 requirements a written statement issued by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct  
184 Endorsement lender, setting forth the appraised value of the Property of not less than \$\_\_\_\_\_. The Purchaser  
185 (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount  
186 of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of  
187 Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The  
188 Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

189  **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser  
190 (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the

Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

**6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by  Buyer  Seller.

**7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

**7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,  **An Abstract** of title certified to a current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it  **Shall**  **Shall Not** commit to delete or insure over the standard exceptions which relate to:

- (1) parties in possession,
- (2) unrecorded easements,
- (3) survey matters,
- (4) any unrecorded mechanics' liens,
- (5) gap period (effective date of commitment to date deed is recorded), and
- (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by  Buyer  Seller.

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have the right to review the Title Commitment pursuant to § 8.1.

**7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and \_\_\_\_\_, (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be furnished, and if this box is checked  **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

**7.3. Survey.** On or before **Survey Deadline** (§ 2.3),  Seller  Buyer shall order and cause Buyer (and the issuer of the Title Commitment or the provider of the opinion of title if an abstract), to receive a current  **Improvement Survey Plat**  **Improvement Location Certificate**  \_\_\_\_\_ (the description checked is known as Survey). An amount not to exceed \$\_\_\_\_\_ for Survey shall be paid by  Buyer  Seller. If the cost exceeds this amount,  Buyer  Seller shall pay the excess on or before Closing. Buyer shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered, Buyer's written agreement to pay the required amount to be paid by Buyer.

**7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association) declarations, bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any directors' or managers' meetings during the 6-month period immediately preceding the date of this Contract, if any (Governing Documents), most recent financial documents consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3) annual budget (Financial Documents) if any (collectively CIC Documents).

**7.4.1. Not Applicable.** This § 7.4 shall not apply.

**7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF

MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

**7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5.

**7.4.4. CIC Documents to Buyer.**

**7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's expense, on or before **CIC Documents Deadline** (§ 2.3).

**7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's expense.

**7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon

Buyer's receipt of the CIC Documents, regardless of who provides such documents.

**7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5 shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3), shall terminate this Contract.

Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten calendar days after Buyer's receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after **Closing Date** (§ 2.3), Buyer's written notice to terminate shall be received by Seller on or before three calendar days prior to **Closing Date** (§ 2.3). If Seller does not receive written notice from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this section is waived, notwithstanding the provisions of § 8.5.

NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

## 8. TITLE AND SURVEY REVIEW.

**8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline** (§ 2.3), or within five calendar days after receipt by Buyer of any change to the Title Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception to title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

**8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2.3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

### 8.3. Survey Review.

**8.3.1. Not Applicable.** This § 8.3 shall not apply.

**8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition shown by Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as satisfactory.

**8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS,**

302 **EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN**  
303 **INCREASE IN SUCH MILL LEVIES.**

304 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a  
305 result, if written notice, by or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline**  
306 (§ 2.3), this Contract shall terminate. If Seller does not receive Buyer's notice by such deadline, Buyer accepts the effect of  
307 the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

308 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in § 13.  
309 If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as  
310 provided in §§ 8.1, 8.2, 8.3 and 8.4, Seller shall use reasonable efforts to correct said items and bear any nominal expense  
311 to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before  
312 Closing, this Contract shall terminate; provided, however, Buyer may, by written notice received by Seller on or before  
313 Closing, waive objection to such items.

314 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to  
315 approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right.  
316 If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract,  
317 this Contract shall terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this  
318 Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or waiver of  
319 the right of first refusal or Contract approval has not occurred on or before the **Right of First Refusal Deadline** (§ 2.3),  
320 this Contract shall terminate.

321 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
322 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the  
323 Property, including without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of  
324 easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use,  
325 development and environmental matters. **The surface estate may be owned separately from the underlying mineral**  
326 **estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights.**  
327 **Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property,**  
328 **which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered  
329 by the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
330 strict time limits provided in this Contract [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection**  
331 **Deadline** (§ 2.3)].

332 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings  
333 for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless a completed Lead-Based  
334 Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior to the parties  
335 signing this Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by  
336 Seller and the real estate licensees.

337 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND BUYER DISCLOSURE AND**  
338 **SOURCE OF WATER.**

339 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees  
340 to deliver to Buyer the most current version of the Colorado Real Estate Commission's Seller's Property Disclosure form completed  
341 by Seller to the best of Seller's actual knowledge, current as of the date of this Contract.

342 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of the  
343 Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's  
344 subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2.3):

345 **10.2.1.** notify Seller in writing that this Contract is terminated, or

346 **10.2.2** deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires Seller to  
347 correct (Notice to Correct).

348 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical condition of  
349 the Property and Inclusions shall be deemed to be satisfactory to Buyer.

350 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have  
351 not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate  
352 one calendar day following the **Inspection Resolution Deadline** (§ 2.3), unless before such termination Seller receives  
353 Buyer's written withdrawal of the Notice to Correct.

354 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for  
355 payment for all inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and  
356 shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims  
357 or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify,  
358 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any

359 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend  
360 against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and  
361 legal fees. The provisions of this section shall survive the termination of this Contract.

362 **10.5. Insurability.** This Contract is conditional upon Buyer's satisfaction, in Buyer's subjective discretion, with the  
363 availability, terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt,  
364 on or before **Property Insurance Objection Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory  
365 to Buyer. If said notice is not timely received, Buyer shall have waived any right to terminate under this provision.

366 **10.6. Buyer Disclosure.** Buyer represents that Buyer  **Does**  **Does Not** need to sell and close a property to complete  
367 this transaction.

368 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).

369 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does**  
370 **Not** acknowledge receipt of a copy of **Seller's Property Disclosure** or **Source of Water Addendum** disclosing the source  
371 of potable water for the Property. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  
372  There is **No Well**.

373 Note to Buyer: **SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
374 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
375 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

376 **11. METHAMPHETAMINE LABORATORY DISCLOSURE (Residential Property Only).** The parties  
377 acknowledge that Seller is required to disclose whether Seller knows that the Property, if residential, was previously used as a  
378 methamphetamine laboratory. No disclosure is required if the Property was remediated in accordance with state standards  
379 and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right  
380 to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine  
381 laboratory. If Buyer's test results indicate that the Property has been used as a methamphetamine laboratory, but has not been  
382 remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102,  
383 C.R.S., Buyer shall promptly give written notice to Seller of the results of the test, and Buyer may terminate this Contract.

384 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified  
385 as the **Closing Date** (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by  
386 \_\_\_\_\_.

387 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer  
388 with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient \_\_\_\_\_  
389 deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of  
390 Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens  
391 for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be  
392 conveyed subject to:

393 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
394 accepted by Buyer in accordance with **Title Review** (§ 8.1),

395 **13.2.** distribution utility easements (including cable TV),

396 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual  
397 knowledge and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey**  
398 **Review** (§ 8.3),

399 **13.4.** inclusion of the Property within any special taxing district, and

400 **13.5.** other \_\_\_\_\_.

401 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from  
402 the proceeds of this transaction or from any other source.

403 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

404 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required  
405 to be paid at Closing, except as otherwise provided herein.

406 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents  
407 required by Closing Company that will be necessary to complete this transaction. Buyer and Seller shall sign and  
408 complete all customary or reasonably required documents at or before Closing.

409 **15.3. Closing Services Fee.** The fee for real estate Closing services shall be paid at Closing by  **Buyer**  **Seller**  
410  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

411 **15.4. Closing Instructions.** The Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not**  
412 executed with this Contract. Upon execution,  **Seller**  **Buyer** shall deliver such Closing Instructions to the Closing Company.

413 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments  
414 (Status Letter) shall be paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller.** Any fees incident

415 to the transfer from Seller to Buyer assessed by the Association (Association's Transfer Fee) shall be paid by  Buyer  
 416  Seller  One-Half by Buyer and One-Half by Seller.  
 417 **15.6. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_ % of the Purchase Price shall be paid at Closing by  
 418  Buyer  Seller  One-Half by Buyer and One-Half by Seller.  
 419 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by  
 420  Buyer  Seller  One-Half by Buyer and One-Half by Seller.  
 421 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:  
 422 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on  Taxes  
 423 **for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy and Most Recent Assessed**  
 424 **Valuation**  **Other** \_\_\_\_\_.  
 425 **16.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** Security deposits held by Seller shall be credited  
 426 to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.  
 427 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid  
 428 in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
 429 maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing  
 430 Documents. Any special assessment by the Association for improvements that have been installed as of the date of Buyer's  
 431 signature hereon shall be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 2.3) by the  
 432 Association shall be the obligation of  **Buyer**  **Seller.** Seller represents that the Association Assessments are currently  
 433 payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against the  
 434 Property except the current regular assessments and \_\_\_\_\_. Such assessments  
 435 are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver  
 436 to Buyer before **Closing Date** (§ 2.3) a current Status Letter.  
 437 **16.4. Other Prorations.** Water and sewer charges, interest on continuing loan, and \_\_\_\_\_.  
 438 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.  
 439 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2.3),  
 440 subject to the following leases or tenancies:

442  
 443 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally  
 444 liable to Buyer for payment of \$ \_\_\_\_\_ per day (or any part of a day) from the **Possession Date** and **Possession Time**  
 445 (§ 2.3) until possession is delivered.

446 Buyer  **Does**  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.  
 447 **18. ASSIGNABILITY AND INUREMENT.** This Contract  **Shall**  **Shall Not** be assignable by Buyer without  
 448 Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs,  
 449 personal representatives, successors and assigns of the parties.  
 450 **19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.**  
 451 Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the  
 452 date of this Contract, ordinary wear and tear excepted.

453 **19.1. Casualty Insurance.** In the event the Property or Inclusions are damaged by fire or other casualty prior  
 454 to Closing in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the  
 455 same before **Closing Date** (§ 2.3). In the event such damage is not repaired within said time or if the damage exceeds  
 456 such sum, this Contract may be terminated at the option of Buyer by delivering to Seller written notice of termination on  
 457 or before Closing. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to a credit at  
 458 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage  
 459 to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall  
 460 not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall  
 461 assign such proceeds, at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but  
 462 not to exceed the total Purchase Price.

463 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the  
 464 Property, e.g. heating, plumbing) fail or be damaged between the date of this Contract and Closing or possession,  
 465 whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of  
 466 similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such  
 467 Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer  
 468 covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
 469 may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing crops by  
 470 fire or other casualty shall be borne by the party entitled to the growing crops as provided in § 3.1.7 and such party shall be  
 471 entitled to such insurance proceeds or benefits for the growing crops.

472 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through  
473 the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

474 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller  
475 acknowledge that the respective broker has advised that this document has important legal consequences and has recommended  
476 the examination of title and consultation with legal and tax or other counsel before signing this Contract.

477 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received  
478 as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any  
479 obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

480 **21.1. If Buyer is in Default:**

481  **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest  
Money

482 (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover  
483 such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall  
484 have the right to specific performance or damages, or both.

485  **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer,  
paid

486 to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the  
487 Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and  
488 reasonable and (except as provided in §§ 10.4, 19, 21.3, 22 and 23), said forfeiture shall be SELLER'S SOLE AND ONLY  
489 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific  
490 performance and additional damages.

491 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
492 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract  
493 as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

494 **21.3. Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court  
495 shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

496 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties  
497 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an  
498 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.  
499 The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable  
500 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in  
501 the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is  
502 delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract,  
503 unless otherwise agreed.

504 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest  
505 Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
506 the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any  
507 action. Earnest Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and  
508 deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal  
509 fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and  
510 Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within 120 calendar  
511 days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money  
512 to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the  
513 time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties  
514 reaffirm the obligation of **Mediation** (§ 22).

515 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned  
516 and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22 and 23.

517 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real  
518 Estate Commission.)

519

537 **26. ATTACHMENTS.** The following are a part of this Contract.  
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539

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Note: The following disclosure forms **are attached** but are **not** a part of this Contract:

542 **27. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but  
543 not limited to exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**  
544 **(§ 5) and Property Disclosure, Inspection, Indemnity, Insurability, Buyer Disclosure and Source of Water (§ 10).**

545 **28. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract between  
546 the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged  
547 and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding  
548 upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its  
549 terms, is intended to be performed after termination or Closing shall survive the same.

550 **29. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual  
551 knowledge, the Property  **Is**  **Is Not** in foreclosure. In the event this transaction is subject to the provisions of the  
552 Colorado Foreclosure Protection Act (the Act), (i.e., generally the Act requires that the Property is residential, in foreclosure,  
553 and Buyer does not reside in it for at least one year), a different contract that complies with the provisions of the Act is required,  
554 and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all parties  
555 concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.

556 **30. NOTICE, DELIVERY, AND CHOICE OF LAW.**

557 **30.1. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except  
558 as provided in § 30.2, all notices must be in writing. Any notice to Buyer shall be effective when physically received by  
559 Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice to Seller  
560 shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm  
561 of Broker working with Seller.

562 **30.2. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be  
563 delivered in electronic form by the following indicated methods only:  **Facsimile**  **Email**  **No Electronic Delivery.**  
564 Documents with original signatures shall be provided upon request of any party.

565 **30.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance  
566 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for  
567 property located in Colorado.

568 **31. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer  
569 and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 30  
570 on or before **Acceptance Deadline Date** (§ 2.3) and **Acceptance Deadline Time** (§ 2.3). If accepted, this document shall  
571 become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when  
572 each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between  
573 the parties.

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Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_  
Buyer's Signature

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**32. COUNTER; REJECTION.** This offer is  **Countered**  **Rejected.**  
**Initials only of party (Buyer or Seller) who countered or rejected offer** \_\_\_\_\_

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation conducted under § 22.

Broker is working with Buyer as a  **Buyer's Agent**  **Seller's Agent**  **Transaction-Broker** in this transaction.  
 This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  
 **Other** \_\_\_\_\_.

Date: \_\_\_\_\_  
Brokerage Firm's Name: **RE/MAX of Boulder, Inc**  
Broker's Name: **Susie Donahue & Bob Grotluschen**  
\_\_\_\_\_  
Broker's Signature  
Address: **2425 Canyon Blvd Ste 110, Boulder, CO 80302**  
\_\_\_\_\_  
Phone No.: **(303) 449-7000**  
Fax No.: **(303) 449-8554**  
Email Address: **REMAX@boulderco.com**

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation conducted under § 22.

Broker is working with the Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_

Date: \_\_\_\_\_  
Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_



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**11. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

**12. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**13. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

**14. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

**15. NOTICE, DELIVERY AND CHOICE OF LAW.**

**15.1. Physical Delivery.** Except as provided in § 15.2, all notices must be in writing. Any notice to Buyer shall be effective

when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

**15.2. Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only:  Facsimile  Email  No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

**15.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_  
Buyer's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_  
Seller's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_  
Seller's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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Date: \_\_\_\_\_

Closing Company's Name: \_\_\_\_\_

Authorized Signature

Title

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

\_\_\_\_\_ (Broker),  Working with Seller

Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$\_\_\_\_\_ at the sole expense of Broker, the following legal documents:

677

Deed  Bill of Sale  Colorado Real Estate Commission approved Promissory Note  Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

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The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Date: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's Signature

Date: \_\_\_\_\_

Closing Company's Name: \_\_\_\_\_

Authorized Signature

Title

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